

## **Section 8**

*Comments about this document. Paragraph numbers have been omitted, but will be included in the final issuance. For ease in referencing specific locations when providing comments, line numbers have been included. Those line numbers are consecutive from the beginning to the end of this section; so a reference to Section 8, line 53 will indicate the precise location in Section 8 that any comments may refer to. The number in brackets ([ ]) refers to either the corresponding paragraph in the Domestic Tender of Service or the International Tender of Service; generally, though, the number refers to the ITOS paragraph.*

### **Responsible Transportation Officer Responsibilities And Authorities. [old 8.1]**

#### **General. [old 8.1.1]**

##### **Broker As Responsible Transportation Officer. [old 8.1.1.1]**

In those instances where a shipment is managed by a third party relocation contractor, such as a broker, pursuant to a contract awarded by GSA or a Federal civilian, non-DoD, agency, the broker shall have the responsibilities and authorities, to the extent not limited or modified by the contract, set out in this HTOS for the RTO and/or the GBL Issuing Office.

##### **General Services Officer (GSO) As Responsible Transportation Officer [old 8.1.1.2]**

For the purposes of this HTOS and where reference is made to the RTO for the authorization of services at foreign origins/destinations, the GSO shall be construed to have the same authority as the RTO.

##### **Participant Liability. [old 8.1.1.2]**

The RTO must establish and authorize in writing on the GBL the level of service, as set out in HTOS Paragraph 10.2.1, to be provided by a participant in furnishing transportation services.

##### **Expedited Service. [old 8.1.1.3]**

The RTO must authorize in writing expedited service.

##### **Designation Of Agent - International Only. [old 8.1.1.24]**

If required by the shipping Federal agency, the RTO is authorized to direct the use of specific agents for performance of origin and destination services.

##### **Telephonic Premove Surveys. [old 8.1.1.4]**

The RTO must, in accordance with HTOS Paragraph 4.3.2, approve in writing telephonic premove surveys.

##### **Use Of Crates. [old 8.1.1.5]**

The RTO must in accordance with HTOS Paragraphs 4.7.1.4, 4.7.2.9, and 4.7.2.13 approve in writing the use of crates.

##### **Shuttle Service (Impracticable Operation). [old 8.1.1.6]**

The RTO must approve in writing the use of shuttle service.

##### **Transit Time. [old 8.1.1.7]**

The RTO must approve in writing changes in transit time.

##### **Inspection Of Services And Facilities. [old 8.1.1.8]**

The RTO is authorized, in accordance with HTOS Paragraph 6.1.2, to perform inspections of participant facilities and of participant performance of service.

##### **Defective Performance. [old 8.1.1.9]**

The RTO is authorized, in accordance with HTOS Paragraphs 6.1.2.2 and 11.1.1.3, to direct the participant to correct or reperform defective services.

##### **Shipment Weight. [old 8.1.1.10]**

###### **Constructive Weight. [old 8.1.1.10.1]**

The RTO must, in accordance with HTOS Paragraph 4.19.5, approve in writing the use of constructive weight.

###### **Indirect routing. [old 8.1.1.11]**

The RTO must, in accordance with Paragraph 8-6N, approve in writing indirect routing of a shipment.

**Use Of Foreign Flag Shipping [old 8.1.1.17]**

The responsible transportation office must, in accordance with HTOS Paragraph 4.4.2, approve in writing the use of foreign flag shipping.

**Use of Alternate Participant. [old 8.1.1.12]**

The RTO must, in accordance with Paragraph 8-6O, approve use in writing of an alternate participant.

**Diversion And Reconsignment. [old 8.1.1.18]****General.**

The RTO must authorize and approve in writing the diversion and/or reconsignment of a shipment to a destination area other than that specified on the GBL.

**International Shipments.**

The destination area is the territory within a fifty (50) air mile radius of the principal building of the United States Embassy or United States Consulate in the destination city or municipality shown on the GBL. Instructions furnished by the owner or his representative to the participant or its agent to perform local drayage to any point within the destination area shall not constitute an order for diversion or reconsignment. A shipment terminated by the RTO in accordance with HTOS Paragraph [old 8.1.1.19 will not constitute a diversion.

**Termination Of Performance. [old 8.1.1.14]**

The RTO is authorized to terminate the right of the participant to provide the services or such part or parts thereof as to which there has been delay, refusal, or failure to complete and to procure similar services on the open market by contract or otherwise, charging against the participant any excess cost occasioned to the Government thereby, including any applicable Late Delivery Reduction. The authority of the RTO to terminate the right of the participant to provide services includes termination of the shipment, obtaining release of the shipment from the agent, port agent, ocean or motor carrier, as applicable, and at the Government's option. Included with the meaning of delay, refusal, or failure to complete performance is the frustration of a shipment or shipments due to (1) nonpayment of charges by the ITGBL participant whereby the shipment is being detained by the ocean or motor participant either aboard a vessel or within an ocean or motor terminal; (2) nonpayment of port agent's fees and/or charges by a participant whereby the shipment is being detained at a port agent's facility by a port agent; (3) detention of a shipment by an origin/destination local agent for any reason relative to participant/agent disputes; (4) non-traceable or non-available documentation attributable to the fault of the participant or its agents; (5) port congestion arising from the inability of the port agent and/or participant to book and clear shipments in a timely manner.

**Taking Possession of Shipments. - International Only. [old 8.1.1.19.3]**

When a participant is placed in worldwide nonuse by a civilian agency, the RTO may take possession of their agency's shipments in the participant's possession and move them via another participant to their final destinations. The RTO or his/her authorized agents may inspect local and port agent facilities located in their area of responsibility for shipments of subject participant still on hand and will be responsible for the termination of these shipments and arranging alternate transportation to final destination.

**Removal Of Property From Disapproved Facilities. [old 8.1.1.15]**

When a participant's facilities or the facilities of its agent are disapproved for further use, and the RTO or his authorized representative considers it necessary to remove the household goods shipment to prevent damage or contamination, the RTO is authorized to direct the participant to immediately remove the property and place it in a Government approved warehouse. The cost of such removal will be at the participant's expense and at no expense to the Government or the property owner.

**Storage-In-Transit. [old 8.1.1.16]****SIT At Destination. [old 8.1.1.16.1]**

The RTO must, prior to placement, authorize and approve in writing the placement of a shipment in SIT at destination.

**SIT At Other Than Destination. [old 8.1.1.16.2]**

The RTO must, in accordance with HTOS Paragraphs 4.17.5 and 7.6.4, authorize and approve in writing SIT at origin; SIT at a destination location other than the participant's agent's nearest available DoD/DOS approved storage facility, when used for other than participant convenience and the charges applicable to such storage location; or in excess of 30 miles from the destination on an interstate or intrastate location; or SIT involving the use of trailers, vans, public warehouses, and self storage units.

**Approvals/Waivers of requirements. [old 8.1.1.17]**

Notwithstanding the provisions of this Paragraph 8-1A(2) through 8-1A(16), above, the RTO is authorized to waive the requirements set forth in this TOS, in whole or in part, on an individual shipment because of the incompatibility of such requirements with the prevailing circumstances.

**Document preparation and annotation. [old 8.1.2]**

To the extent applicable and not otherwise specifically stated herein, the Ordering Office is responsible for preparation of the GBL, SF Form 1103 or SF Form 1203.

**Document distribution. [old 8.1.3]**

The Ordering Office is responsible for distributing the GBL in accordance with its agency procedures.

**Filing Of Claims. [old 8.1.4]****Claims For Equitable Adjustment For Incomplete Or Non-Performance Of Services. [old 8.1.4.1]**

The RTO is authorized to and responsible for filing claims with the participant for equitable adjustment of the shipment costs in the event of incomplete or non-performance of services.

**Claims For Loss And/Or Damage To Property. [old 8.1.4.2]**

Unless waived to the property owner (see HTOS Paragraph [old 8.4.6, below), the RTO is authorized to and responsible for filing claims for loss and/or damage with the participant.

**Initial Decisions. [old 8.1.5]****Excusable Delay, Refusal, Or Failure. [old 8.1.5.1]**

When delay, refusal, or failure to provide services is alleged by the participant to be excusable, the decisions as to whether such delay, refusal, or failure is excusable shall be made only by the RTO. Causes beyond the control and without the fault or negligence of the participant include, but are not restricted to, acts of God or the public enemy, strikes, freight embargoes, and unusually severe weather; provided, however, that this provision shall not take effect unless the participant shall notify the Ordering Officer immediately of the cause of any such delay, refusal, or failure. In such event, the Ordering Office will ascertain the facts and the extent of delay, refusal, or failure, advise the RTO who shall then decide the excusability of the delay, refusal, or failure to complete the services. In the event the RTO determines that the alleged delay, refusal, or failure is inexcusable, the Ordering Office shall determine whether to terminate the order. The RTO shall advise the PMO of its decision.

**Settlement Of Claims. [old 8.1.5.2]**

In the event the participant fails to settle a claim within thirty (30) days of receipt, or an additional thirty (30) days in accordance with HTOS Paragraph 5.14.2, or fails to settle a claim to the full extent of its legal liability as determined and to the satisfaction of the property owner, the Federal agency paying the costs of the services furnished pursuant to this HTOS, or by the Ordering Office, the RTO is authorized to make initial decisions determinative of participant liability for: (a) equitable adjustment for incomplete or non-performance of services; and/or, (b) loss of and/or damage to real and personal property. In making decisions determinative of participant liability, the RTO has the right to interview the participant, the property owner or his designated representative, review the participant's settlement and all supporting schedules and documentation, determine the propriety of that settlement and, when appropriate, direct the participant to resettle in the amount or amounts determined proper by the RTO.

**Effect Of Initial Decisions. [old 8.1.5.3]**

Unless appealed to the Program Manager, initial decisions of the RTO shall be final and conclusive upon the participant.

**Setoff. [old 8.1.5.4]**

In the event the participant refuses to settle a claim in accordance with the RTO's initial decision or after a final decision by the Program Manager, the RTO is authorized to initiate such action as is necessary to collect from any monies due the participant, by setoff or otherwise, the settlement determined proper by the RTO or the Program Manager.

**High Risk Item Programs. [old 8.1.5.4.1]**

The RTO must establish and authorize in writing, in accordance with HTOS Paragraph 10.3.1.3, the terms and conditions of any program limiting a participant's liability for items of high risk.

**Scheduling Service. [old 8.1.5.5]**

**On Saturday, Sunday, Or Holidays. [old 8.1.5.5.1]**

The RTO must authorize and approve in writing prior to performance the beginning of any service that may be scheduled for Saturday, Sunday, local holidays, or Federal holidays.

**For Completion After 5PM, Local Time. [old 8.1.5.5.2]**

The RTO must authorize and approve in writing the beginning of any service that will not allow completion by 5pm, local time.

**Services Beyond Those Specified In The HTOS. [old 8.1.5.6]**

The RTO must authorize and approve in writing prior to performance the participant furnishing of any services and the charges therefor that are outside the scope of this HTOS.

**Packing And Stuffing Of Containers - International Only. [old 8.1.5.7]**

The RTO must prior to performance authorize and approve in writing the packing and stuffing of liftvans and overflow boxes at a location other than the origin residence.

**Inaccessible Locations. [old 8.1.5.8]**

The RTO must in accordance with HTOS Paragraph 4.2.6 approve in writing the removal or placement of property from or to inaccessible locations.

**Shipment Weight. [old 8.1.5.9]****Reweigh. [old 8.1.5.9.1]**

The RTO must, in accordance with HTOS Paragraph 4.19.4 , approve the reweigh of a shipment.

**Use Of Third Parties. [old 8.1.5.10]**

The RTO must, in accordance with HTOS Paragraphs 4.8.1, approve the use of third parties.

**Payment Of Release Fees And Setoff. [old 8.1.5.10.1]**

The RTO is authorized to pay any charges necessary to release a shipment, and to initiate action for setoff of expenses incurred by the Government which are in excess to those which would have been incurred if the participant had maintained total through movement of the shipment.

**Extension Of Sit. [old 8.1.5.10.2]**

The RTO is authorized in accordance with HTOS Paragraph 4.17.1 to negotiate extensions beyond 180 days for storage-in-transit.

**Use Of Non-Commercial Facilities. [old 8.1.5.10.3]**

The RTO must in accordance with HTOS Paragraph 4.17.4 approve in writing the use for storage-in-transit of trailers, vans, public warehouses, self storage units, or any other facility not normally used in the normal course of business for the receipt and storage of household goods.

**Ordering Partial Withdrawal From Sit. [old 8.1.5.10.4]**

The RTO must prior to withdrawal authorize and approve the partial withdrawal of property from SIT and inform the participant of the billing instructions.

**Delay In Claim Settlement. [old 8.1.5.11]**

The RTO shall in accordance with HTOS Paragraph 5.14.2 authorize extension in time for participant settlement of a claim.

**Removal Or Placement Of Property From Or To Inaccessible Locations. [old 8.1.5.12]**

The RTO must prior to commencement of performance authorize and approve in writing the removal or placement of property from or to attics, basements, and other locations, and to make property available to the participant where the location of property and goods to be shipped or delivered is (1) not accessible by a permanent stairway (does not include ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, and (4) does not allow a person to stand erect. The RTO must also prior to commencement of performance authorize and approve in writing the charges therefor.

**Document Preparation And Annotation. [old 8.1.5.13]**

To the extent applicable and not otherwise specifically stated herein, the Ordering Office is responsible for preparation of the GBL, SF1103 or SF1203.

**Document Distribution. [old 8.1.5.14]**

The Ordering Office is responsible for distributing the GBL in accordance with its agency procedures.

## **Program Manager Responsibilities And Authorities. [old 8.3]**

### **Participant Request To Participate. [old 8.3.1]**

The Program Manager is authorized to approve or reject, in accordance with Section 2, an applicant's request to participate in the Centralized Household Goods Traffic Management Program.

### **Participant Rate Filing. [old 8.3.2]**

The Program Manager is authorized, in accordance with Section 3 to approve, reject, or require the correction of a participant's rate filing.

### **Handling Of Participant Appeals. [old 8.3.3]**

#### **Revocation Of Approval. [old 8.3.3.1]**

In the event a participant appeals in accordance with the provisions of HTOS Paragraph [old 8.5.11.1 a proposal to revoke approval of the participant to participate in this Program, the PMO shall handle the appeal in accordance with the provisions of Title 41 Code of Federal Regulations Part 101-40.40[old 8.3; provided, however, that any reference to temporary nonuse in said regulation shall be construed as meaning revocation of approval.

#### **Temporary Nonuse, Suspension, And Debarment. [old 8.3.3.2]**

In the event a participant appeals the Government's proposal to place it in temporary nonuse, suspension, or debarment, the Government shall handle the appeal in accordance with the provisions of Title 41 Code of Federal Regulations Part 101-40.4.

#### **Corrective Actions. [old 8.3.3.3]**

In the event a participant appeals in accordance with the provisions of HTOS Paragraph [old 8.5.11.3 corrective actions required as a result of an on-site review in accordance with HTOS Paragraph 6.1.1.3, the PMO shall handle the appeal in accordance with the provisions of Title 41 Code of Federal Regulations Part 101-40.40[old 8.3; provided, however, that any reference to temporary nonuse in said regulation shall be construed as meaning corrective actions.

#### **Performance Reports. [old 8.3.3.4]**

In the event a participant appeals in accordance with the provisions of HTOS Paragraph [old 8.5.11.4 performance information provided in accordance with HTOS Paragraph 9.11.1, the PMO shall consider only those items which are factual in nature and shall inform the participant of the result of its review within 30 workdays of receiving the participant's submission or presentation.

#### **Claims. [old 8.3.3.5]**

In the event a participant disagrees with an initial decision of the RTO and a satisfactory agreement cannot be reached, the Program Manager is authorized after review of all relevant and necessary information to issue a final decision on the matter in dispute.

### **Review Of Records. [old 8.3.4]**

The Program Manager and any of his duly authorized representatives shall, until the expiration of three years after final payment under this agreement, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the participant involving transactions related to this HTOS or compliance with any clauses thereunder. The participant shall furnish, upon request, copies of all documents/records deemed necessary by the Program Manager or his designee. The participant shall furnish copies of such records at no cost to the Government.

### **Performance Reports (Quarterly). [old 8.3.5]**

The PMO shall furnish participants a performance report. This report will be furnished to the participant on a calendar quarter basis, and shall either contain information derived from GSA Forms 3080 received during the previous quarter pertaining to shipments handled by the participant or consist of copies of the GSA Forms 3080 received during the previous quarter.

### **Performance Reports (Annual). [old 8.3.6]**

The PMO shall publish an annual report based upon information from GSA Forms 3080 received during the previous calendar year and such other information as the PMO deems appropriate.

**Temporary Nonuse, Suspension, Debarment. [old 8.4]****By Program Management Office. [old 8.4.1]**

The PMO is authorized to place a participant in a temporary non-use status in accordance with the procedures in the Federal Property Management Regulations (FPMR) Part 101-40. (41 CFR Part 101-40) The PMO, in accordance with the procedures in the FPMR Part 101-40, is authorized to refer a participant for suspension or debarment.

**Basis For Temporary Nonuse. [old 8.4.1.1]****General. [old 8.4.1.1.1]**

The bases specified below supplement those cited in the applicable FPMR and are not to be considered exclusive. Repeated instances of the following or other acts within the compass of the FPMR may form the basis for suspension or debarment. Temporary nonuse action maybe initiated without regard to other participants or their individual performance.

**Agency Agreement Termination. [old 8.4.1.1.1.1]**

In the event the participant's agent is terminated and the participant does not establish an agency agreement with a new agent within the time period specified in HTOS Paragraph 5.17, the participant may be placed in temporary nonuse until a new agency agreement is effected.

**By Shipping Federal Agencies. [old 8.4.2]****General. [old 8.4.2.1]**

RTOs of the shipping Federal agency are authorized to place a participant or agent in a temporary nonuse status in accordance with the procedures in the Federal Property Management Regulations (FPMR) Part 101-40. (41 CFR Part 101-40) The RTO, in accordance with the procedures in the FPMR Part 101-40, is authorized to refer a participant for suspension or debarment.

**Basis For Temporary Nonuse. [old 8.4.2.2]****General. [old 8.4.2.2.1]**

The bases specified below supplement those cited in the applicable FPMR and are not to be considered exclusive. Repeated instances of the following or other acts within the compass of the FPMR may form the basis for suspension or debarment. Temporary nonuse action maybe initiated without regard to other participants or their individual performance.

**Movement Of Shipments Without Proper Tarping. [old 8.4.2.2.2]**

The RTO may immediately place a participant in temporary nonuse when it is discovered that the participant has moved shipments in line-haul service which have not been properly tarped.

**Violation Of Tender Of Service. [old 8.4.2.2.3]**

The RTO may place a participant in temporary nonuse because of any substantial violation or repeated violation of any item of this HTOS or failure to perform in accordance with tariff/rate tender and/or other legal requirements. If the action by the participant is sufficiently serious, the RTO may place the participant immediately in temporary nonuse.

**Lack Of Or Incomplete Corrective Action. [old 8.4.2.2.4]**

The RTO may immediately place a participant in temporary nonuse in the event that the participant's corrective actions have not been actually taken.

**Inventory Coding. [old 8.4.2.2.5]**

The RTO may place a participant in temporary nonuse for the continued inventory practice of "mass" coding or the totally inaccurate use of coding so as to falsify the actual condition of articles.

**Improper Conduct. [old 8.4.2.2.6]**

The RTO may place a participant in temporary nonuse when participant personnel are reported by the RTO or the owner as being under the influence of alcohol, drugs, as using abusive language, or engaging in abusive conduct.

**Owner Responsibilities. [old 8.5]****Limitation Of Authority. [old 8.5.1]**

Except for the reweigh service provision in Section 4, no owner or owner's designated representative shall have authority to make any agreement with the participant which shall diminish the rights or increase the obligations of the United States Government.

**Adverse Weather Conditions. [old 8.5.2]**

When packing, loading, unloading or unpacking during adverse weather conditions could create a potential hazard to the owner's household goods or personal effects, such services will be suspended until more favorable weather conditions exists, unless otherwise mutually agreed upon between the participant and the owner and authorized by the RTO in writing.

**Removal Or Placement Of Property From Or To Inaccessible Locations. [old 8.5.3]**

The owner is responsible for the removal or placement of property from or to attics, basements, and other locations, and to make property available to the participant where the location of property and goods to be shipped or delivered is (1) not accessible by a permanent stairway (does not include ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, and (4) does not allow a person to stand erect. Employees are not authorized to make the Government liable for the charges incident to the removal or placement of property from or to inaccessible locations.

**Inspection And Acceptance. [old 8.5.4]**

For the purpose of inspection of the services provided pursuant to this HTOS and in the absence of authorized representative of GSA, the employing agency, or the RTO, the property owner is authorized to perform inspection of services in accordance with the provisions of this HTOS, the owner's report of inspection shall be administratively final.

**Valuation. [old 8.5.5]**

The owner is authorized to establish a level of service or declared value in excess of that established by the Government for the performance of transportation services.

**Claims. [old 8.5.6]**

When authorized by the RTO, the owner of the property or his designated representative is authorized to file claims with the participant for loss of and/or damage to the property. Such authorization need not be in writing. (NOTE: Participants should note that it is common practice for owners to file claims directly with the participant. Owner filing of a claim is not grounds to refuse settlement.)

**Service Dates. [old 8.5.7]**

Unless otherwise established by the RTO, the owner of the property is authorized to and is responsible for establishing with the participant specific dates for the performance of the premove survey, packing, loading, and, if applicable, delivery from storage-in-transit.

**Document Preparation And Annotation. [old 8.5.8]****Verification Of Origin Inventory. [old 8.5.8.1]**

The owner of the property is responsible for verification of the inventory listing and condition of items at the time of pickup.

**Verification Of Destination Inventory. [old 8.5.8.2]**

The owner of the property is responsible for verification of the inventory listing and condition of the items at the time of delivery.

**Annotation Of Loss/Damage At Delivery. [old 8.5.8.3]**

The owner of the property is responsible in conjunction with the participant for annotating loss and/or damage on the delivery documents.

**Appraisals Of Property. [old 8.5.8.4]**

The owner of the property is responsible for having appraised by a reputable company any highly valued and/or antique property. A copy of the appraisal may be furnished the participant prior to the move.

**Extraordinary Value Inventory. [old 8.5.8.5]**

If required by the Federal agency and prior to packing, loading, and subsequent pickup by the participant, the owner of property is responsible for identifying and providing the participant with a listing of all items of extraordinary (unusual) value.

**Disassembly And Reassembly Of Property. [old 8.5.8.6]**

The owner of the property is responsible for the disassembly and reassembly of swing sets, other playground equipment, television and radio antennas, satellite dish antennas, storage sheds, and other similar articles. The draining and refilling of waterbeds is the responsibility of the owner.

**Participant Responsibilities. [old 8.6]****General. [old 8.6.1]**

The responsibilities specified in HTOS Paragraphs [old 8.5.2 through [old 8.5.26, below, are in addition to all other requirements of this HTOS. To the extent that any specific responsibility pertains solely to a participant, that responsibility shall not be attributed to or expected of an agent. To the extent that any specific responsibility pertains solely to an agent, that responsibility shall not be attributed to or expected of a participant. To the extent that any responsibility may be considered as mutually shared by both participant and agent, that responsibility shall be attributed to and expected of both the participant and the agent it uses. In order not to prejudice the attribution of responsibility, the term "participant" shall be used through this HTOS Paragraph.

**Responsible For Acts Or Omissions. [old 8.6.2]**

Each participant providing transportation of household goods subject to the provisions of the HTOS shall be responsible for all acts or omissions of any of its agents which relate to the performance of household goods transportation services (including accessorial or terminal services) and which are within the actual or apparent authority of the agent from the participant or which are ratified by the participant.

**Responsible For Diligence And Reasonable Care. [old 8.6.3]**

Each participant providing transportation of household goods subject to the provisions of the HTOS shall use due diligence and reasonable care in selecting and maintaining agents who are sufficiently knowledgeable, fit, willing, and able to provide adequate household goods transportation services (including accessorial and terminal services) and to fulfill the obligations imposed upon them by this HTOS and by such participant.

**Shipment Refusal. [old 8.6.4]**

The participant is responsible for refusing shipments offered for any route for which the participant has no accepted rate or for service areas outside its approved scope of operations.

**Shipment Routings. [old 8.6.5]****Open Routing. [old 8.6.5.1]**

The participant is responsible for determining the routing of shipments handled under this HTOS.

**Exception To Open Routing - International Only. [old 8.5.5.2]**

The participant may not route shipments through ports which historically become congested during peak shipping months with the resultant frustration of HTOS shipments.

**Complaint And Inquiry Handling. [old 8.6.6]**

Each participant engaged in the transportation of household goods subject to the provisions of this HTOS shall establish and maintain a procedure for receiving and responding to complaints and inquiries from the RTO and the owner of the household goods or his/her representative. The procedure shall include a means whereby the RTO and the property owner or his/her representative are aware of the telephone number by which they can communicate with the principal office of the participant. The participant shall retain and make part of the file relating to a shipment a written record of all complaints received in writing or by telephone from the RTO and the property owner or his/her representative.

**Document Preparation And Annotation. [old 8.6.7]**

To the extent applicable and not otherwise specifically provided herein, the participant is responsible for properly preparing and annotating the shipping, billing, and claims settlement (see HTOS Paragraph [old 8.5.10.2, Claims settlement documentation) documents.

**Document Distribution. [old 8.6.8]**

The participant is responsible for distributing the shipping documents in accordance with the following.

**Retained By The Participant. [old 8.6.8.1]**

Original GBL (SF1103 or SF1203), copy of estimate, copy of inventory, originals of DD Form 619 and 619-1, or comparable commercial forms, original weight and reweigh tickets.

**Documents To Be Provided To The Employee. [old 8.6.8.2]****After Pickup. [old 8.6.8.2.1]**

The participant shall furnish the employee or the employee's agent (1) the consignee's memorandum copy of the shipping Federal agency GBL, SF1103B or SF1203B; (2) original estimate; (3) copies of weigh and reweigh tickets; (4) a legible



copy of the completed Household Effects Descriptive Inventory; and (5) a completed and legible copy of DD Form 619, Statement of Accessorial Service Performed. In addition, the participant will provide the above documents to the owner or his designated representative and the RTO, within 10 business days after delivery.

**After Delivery. [old 8.6.8.2.2]**

The participant shall furnish the employee or the employee's agent (1) a legible copy of the DD Form 619-1 or comparable commercial form, if storage-in-transit, reweigh, or other accessorial services are performed en route or at destination; and, if required by the shipping Federal agency, (2) three copies of the DD Form 1840, Joint Statement of Loss or Damage at Delivery.

**Reweigh Tickets. [old 8.6.8.2.3]**

A legible copy of the reweigh tickets prepared by a certified weighmaster on a certified scale, if requested by the owner or his designated representative, or the RTO.

**Signing Of Forms. [old 8.6.8.2.4]**

The employee or employee's agent will not under any circumstances be asked to sign a blank or partially completed DD Form 619, DD Form 619-1, or any other form, except for the "Unit Price" and "Charge" columns which may be incomplete.

**Furnished To The Responsible Transportation Officer. [old 8.6.8.3]**

The participant will provide the RTO, no later than 14 business days after receipt of shipment or GBL, whichever is later, the following documents:

**After Pickup. [old 8.6.8.3.1]**

**One Memorandum Copy Of The GBL. [old 8.6.8.3.1.1]**

One memorandum copy of the Government Bill of Lading (SF1103A or SF1203A, as appropriate) annotated with the gross, tare, and net weights and charges, including any ITGBL charges, to date. For containerized shipments, the participant will also indicate the total number of containers and the gross cube of the shipment.

**Statement Of Accessorial Services Performed (DD Form 619) Or Comparable Commercial Form. [old 8.6.8.3.1.2]**

One signed copy of the Statement of Accessorial Services Performed (DD Form 619 or comparable commercial form) itemizing accessorial services performed will be prepared by the participant's representative and the employee or his/her agent when such services are required and separately charged. Each household appliance serviced will be identified to show the make, model or name of the manufacturer. All entries for appliance servicing by a third party will be supported by an invoice stating the type of service performed. No accessorial services will be billed when such services are included in single factor rates.

**Inventory. [old 8.6.8.3.1.3]**

One legible signed copy of the Household Goods Descriptive Inventory, together with, on international shipments, a copy of the "bingo cards" which identify the contents of each liftvan or overflow container by inventory line item number.

**Weight Tickets. [old 8.6.8.3.1.4]**

One legible copy of the weight tickets signed by the person performing the weighing which must contain the information required by the ICC. If the shipment is to be delivered prior to the submission of the aforementioned documents, the RTO will be advised of the weight of the shipment by telephone, or other appropriate means, prior to delivery, unless an exception to this requirement is granted. Confirmation by hard copy, facsimile or expedited delivery may be requested by the RTO.

**Reweigh Tickets. [old 8.6.8.3.1.5]**

A legible copy of the reweigh tickets prepared by a certified weighmaster on a certified scale, if requested by the owner or his designated representative, or the RTO.

**After Delivery. [old 8.6.8.3.2]**

**DD Form 1840. [old 8.6.8.3.2.1]**

If required by the Federal agency, the participant will furnish the responsible Federal agency official at destination with a copy of the DD Form 1840.

**Reweigh Tickets. [old 8.6.8.3.2.2]**

A legible copy of the reweigh tickets prepared by a certified weighmaster on a certified scale, if requested by the RTO.

**Requests For Approval And Waivers. [old 8.6.9]**

Because of the incompatibility of a HTOS requirement with the circumstances prevailing on a given shipment, a participant may request from the RTO at any time but prior to performance a waiver of a requirement or approval to provide a special service. If requested verbally, the request must be confirmed in writing. See HTOS Paragraph 5.5.

**Claims Documentation. [old 8.6.10]****Preparation. [old 8.6.10.1]**

The participant must furnish to the property owner all reasonable and necessary assistance in the preparation and filing of claims. Included in such assistance are inspections of the damaged property, if requested, completion of claim forms, and obtaining estimated repair costs at no cost to property owner.

**Settlement. [old 8.6.10.2]**

In those instances when a claim is denied in full or compromised in part, the participant shall, as part of the claims settlement transmittal to the claimant include a written item-by-item analysis of the denial or compromise. Such analysis must be sufficient to establish the reasons and method for denial or compromise. For example, a settlement based on depreciation must include an explanation of how the depreciation was determined. The use of such phrases as "pre-existing damage," "depreciation allowance," or "other" is unacceptable.

**Appeal Procedures. [old 8.6.11]****Revocation Of Approval. [old 8.6.11.1]**

In the event the PMO proposes to revoke the approval of a participant to participate in this Program, the participant has the right to appeal such proposal in accordance with the provisions of Title 41 Code of Federal Regulations Part 101-40.40[old 8.3; provided, however, that any reference to temporary nonuse in said regulation shall be construed as meaning revocation of approval.

**Temporary Nonuse, Suspension, And Debarment. [old 8.6.11.2]**

In the event the Government proposes to place a participant in temporary nonuse, suspension, or debarment, the participant has the right to appeal such proposal in accordance with the provisions of Title 41 Code of Federal Regulations Part 101-40.4.

**Corrective Actions. [old 8.6.11.3]**

In the event a participant disputes corrective actions required as a result of an on-site review in accordance with HTOS Paragraph 6.1.1.3, the participant has the right to appeal such corrective actions in accordance with the provisions of Title 41 Code of Federal Regulations Part 101-40.40[old 8.3; provided, however, that any reference to temporary nonuse in said regulation shall be construed as meaning corrective actions.

**Performance Reports. [old 8.6.11.4]**

In the event a participant disputes performance information provided in accordance with HTOS Paragraph 9.11.1, the participant has a right of appeal for a period of thirty (30) calendar days from the date of report issuance during which the participant may submit in person, in writing, or through a representative, rebuttal information and arguments opposing the performance information; provided, that the date of report issuance is deemed to be the GSA date stamp on the report.

**Claims. [old 8.6.11.5]**

In the event the participant disagrees with an initial decision of the RTO and cannot make a satisfactory resolution regarding equitable adjustment for incomplete or non-performance of services and/or participant liability for loss and/or damage, the participant is responsible for submitting such disagreement to the Program Manager for a final decision. The participant's submission shall contain at a minimum: (a) name and address of the agency and RTO issuing the initial decision; (b) copy of the initial decision; (c) copy of the GBL; (d) copy of all documents related to the dispute; and (e) copy of all documents supporting the participant's position.

**Equipment. [old 8.6.12]**

Equipment shall be in good operating condition and the interior of vans, trailers, and containers shall be clean and contain a sufficient quantity of clean pads, covers, and other protective equipment to ensure safe transit of the household goods.

**Facilities. [old 8.6.13]**

Participants must maintain equipment, facilities, operations, and personnel adequate and capable of performing the services required by this HTOS and ordered by the Federal ordering office.

**Maintenance Of Records. [old 8.6.14]****Records To Be Maintained. [old 8.6.14.1]**

The participant shall maintain for each shipment handled pursuant to this HTOS copies of the Public Voucher for Transportation Charges, SF1113, and all supporting documents. The participant shall also maintain all relevant notes, worksheets, and other documents necessary for reconstructing or understanding the shipment and its handling.

**Microfilming Records. [old 8.6.14.2]**

The participant may use microfilm (e.g., film chips, jackets, aperture cards, microprints, roll film, and microfiche) or electronic means for record keeping, subject to such limitations as are determined by the Program Manager.

**Filing And Retrieval. [old 8.6.14.3]**

The participant shall: (a) maintain an effective indexing system to permit timely and convenient access by the Government to the records and (b) have adequate viewing equipment, if microfilmed or stored electronically, and provide printouts of the approximate size of the original material.

**Quality Control. [old 8.6.14.4]****Legibility. [old 8.6.14.4.1]**

The microfilm when displayed on a microfilm reader (viewer) or reproduced on paper must exhibit an high degree of legibility.

**Periodic Review. [old 8.6.14.4.2]**

The quality of the participant's record microfilming or electronic storage processes are subject to periodic review by the Program Manager or authorized representative.

**Employees. [old 8.6.15]****General. [old 8.6.15.1]**

Participants will use only trained personnel qualified in their assigned duties in packing and handling of personal property. When any the participant's personnel appears to be under the influence of alcohol or drugs or uses abusive language, or engaging in abusive conduct, the participant will immediately replace same on the job with qualified personnel, when requested by the shipping Federal agency employee or the shipping Federal agency. The participant's failure to comply with the request may result in the participant being placed in a period of non-use by the RTO or by GSA. The participant will not use parolees, convicts or prison labor in the packing or movement of personal effects belonging to employees of the shipping Federal agency. Trained personnel does not include pickup, casual, or truck stop labor. Those employees who perform services at the property owner's residence shall be neat in appearance and in proper uniform which identifies them as employees of the participant or its agent. They shall be neat and in proper uniform identifying them as employees of the participant and have in their possession valid identification.

**Required Identification. [old 8.6.15.2]****Personal Identification. [old 8.6.15.2.1]**

An ID which has a current photo, name, their social security number, and their signature, such ID consisting of either a valid driver's license or a nondrivers photo ID issued by the appropriate jurisdiction's Department of Motor Vehicles (or equivalent).

**Participant Issued Identification. [old 8.6.15.2.2]**

A photo ID showing the participant name and/or logo, employee name, address, social security number, employment date, and employee signature or a similar ID format from an outside firm specializing in such ID.

**Participant Identification For Overseas Posts - International Only. [old 8.5.15.2.3]**

For overseas posts, those individuals who perform services at the property owner's residence, must have in their possession, a participant issued photo identification card which identifies the individual as an employee of the participant.

**Unacceptable Forms Of Identification. [old 8.6.15.3]**

Unacceptable forms of ID include expired driver's license, defaced or illegible photo ID's, photo copies, or other forms of ID.

**Completion Of Performance. [old 8.6.16]**

Upon temporary nonuse, suspension, or debarment of a participant, the participant is required to complete performance of service for any shipments in process, or have the services completed by another participant, whereupon the nonuse,

suspended, or debarred participant shall reimburse GSA or the appropriate civilian executive agency for all additional expenses incurred in completing the shipments. GSA and the civilian executive agencies maintain the right to immediate possession of a shipment in the custody of a participant or its agent. Nothing in the HTOS shall be construed as creating or permitting the creation of a lien or other possessory right by the participant against GSA or the appropriate civilian agency with respect to property which comes into custody or possession of the participant or its agent.

**Shipment Tracing. [old 8.6.18]****Tracing. [old 8.6.18.1]**

In the event the shipping Federal agency requires the use of DD Forms 1840 and 1840R, the participant will trace all missing items annotated on DD Form 1840 and/or DD Form 1840R immediately and respond to the RTO in writing within 30 working days of notification of loss.

**Record Of Tracing Actions. [old 8.6.18.2]**

The participant shall retain a written record of all requests for shipment tracing when provided in accordance with HTOS Paragraph 5.19.4 of this HTOS. The record shall include the date of the requests, time received, name of the requestor, and the date and time status provided.

**Location Of Storage-In-Transit. [old 8.6.19]**

The participant will use the participant's agent facility located nearest the origin or destination city or installation shown in the "Consignee Block" of the GBL, as appropriate.

**Quality Control Program. [old 8.6.20]**

The participant will establish and maintain within its company an effective corporate quality control system which will provide total visibility of all facets of the CHAMP and ensures that the Federal civilian, non-DoD, agencies are furnished service equal to or greater than the standards of service established by this HTOS. This system will include, but not be limited to, specific subsystems for the functions of traffic management (routing, tracing, and billing), packaging, employee training and supervision and agent supervision. Upon request to the designated official of the participant during normal business hours, the participant will provide the PMO and any requesting Federal agency written detailed descriptions and Standard Operating Procedures for its quality control system. Also, published Corporate Participant Quality Control Programs will be presented and explained to authorized inspectors when the participant's facilities are inspected.

**Claims For Additional Charges. [old 8.6.21]**

Claims for additional transportation or additional accessorial charges over and above those originally assessed by the participant and paid for by the Government will be presented to the shipping Federal agency. The claims will contain a full explanation as to the reasons why they are being presented and state specifically the amount claimed thereon.

**Through Responsibility. [old 8.6.22]****Movement Of Shipments. [old 8.6.22.1]**

All shipments tendered to the participant will be moved under its responsibility from origin to destination, including, when appropriate, the use of Government designated origin and destination agents. Unless a participant has requested approval of indirect routing or transshipment to a particular destination and a waiver is granted by the RTO, shipments shall not tranship when satisfactory direct service is available.

**Participant Error In Shipment. [old 8.6.22.2]**

As part of the participant's through responsibility, the participant understands that if, through its fault or that of its agent, the participant ships all or a portion of the wrong property or all or a portion of a shipment is sent to the wrong destination, the participant will be responsible for the return of the erroneous shipment and movement by an expedited method, including air transportation, of the correct property to the employee's destination at its expense. The participant will coordinate the method of movement with the shipping Federal agency origin and destination RTO's prior to shipment.

**Federal Agency/Employee Error In Shipment. [old 8.6.22.3]**

The participant will not be liable for movement cost for shipments released in error by the shipping Federal agency or by the property owner or owner's agent.

**Ocean Terminal Port Agents - International Only. [old 8.5.23]**

The facilities of CONUS and overseas ocean port agents must meet national/host country standards and codes with respect to fire safety, prevention and protection requirements; storage of combustible materials; and are used in accordance with generally accepted warehousing practices.

**Assignment Of Bills. [old 8.6.24]**

Except for assignment of payment of the participant's original bills to a bank for collection, the participant will not subrogate its rights and/or interest in the bills for service rates and charges on which such charges are based or any subsequent claims thereon to third parties. The participant will always retain the right and authority either to claim or not to claim or to cancel claims or services to the shipping Federal Agency which it furnished and/or billed for. The participant will not exercise any right under an currently existing agreement nor will it enter into agreements with parties not subject to its control which in any way infringe, controvert, or otherwise subordinate or prevent it from deciding unilaterally whether it will or will not submit a claim or file suit against the Government or pay a claim by the Government after the original bill for services performed under this HTOS.

**Release To Shipping Federal Agency - International Only. [old 8.5.25]**

In the case of port agents, all shipping Federal agency HHE shipments must be identified on the ocean bills of lading/manifests as personal property shipments of the shipping, sponsoring Federal agency and subject to release to the shipping Federal agency upon demand.

**Agents. [old 8.6.26]****General. [old 8.6.26.1]**

Notwithstanding that agents are specifically designated for use in this program and that a participant must use a Federally designated agent, the choice of that agent is the participant's and the requirements set out in this HTOS Paragraph apply to the relationship between the participant and its chosen agent.

**Located In Service Area. [old 8.6.26.2]**

The participant understands that it must have a resident agent in each state, offshore location, country, and trust territory or possession of the United States, for which it submits rates.

**Use Of Undesignated Agent. [old 8.6.26.3]**

Except in those instances where the shipping Federal agency has not designated a servicing agent, the participant may not use as an agent any firm that has not been designated by a shipping Federal agency as an origin or destination agent for the localities for which it submits rates.

**Use Of General Agents. [old 8.6.26.4]**

The use of general agents will be allowed.

**Operation. [old 8.6.26.5]**

The agent's office will be manned at all times during normal working hours with personnel authorized to book shipments or otherwise perform services for the participant. One employee with such authority is required for one to three participants represented. One additional employee with such authority is required when more than three participants are represented. A total of two administrative personnel are required to represent four or more participants.

**Agency Agreements. [old 8.6.26.6]****General. [old 8.6.26.6.1]**

The participant will contractually bind its agents with a formal written document (and, as necessary, official translation into English) concerning terms and requirements of this HTOS and will provide specific instructions for implementing them prior to the effective date of any accepted rates.

**Required Agreement Language. [old 8.6.26.6.2]**

Participants agree to include the following stipulation in their contracts, agreement, and/or order with underlying participants/agents. "By acceptance of this contract/agreement/order/reimbursement schedule. I recognize that property being transported hereunder is United States Government sponsored personal property and, as such, will not be detained by my firm under any circumstances. Further, I guarantee representatives of the US Government free access to any facilities, including those of my agents, during normal working hours for their lawful purpose of inspecting and removing participant containers in which United States Government sponsored personal property is shipped". Agents refusing to consummate agreements/contract which contain this clause will not be used by participants.

**Use Of Agents. [old 8.6.26.7]****Initial Agents. [old 8.6.26.7.1]****Designation. [old 8.6.26.7.1.1]**

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From the list of approved agents, a newly approved participant must designate those agents which it will use in the service areas for which it is approved.

**Providing Information To The Government. [old 8.6.26.7.1.2]**

Upon request from any RTO shipping pursuant to the terms of this HTOS, the participant will furnish a list of its designated agents.

**Changes In Agents. [old 8.6.26.7.2]****General. [old 8.6.26.7.2.1]**

If the participant finds it necessary to change agents, it will immediately advise the PMO. If the new agent's facility is not currently approved, the participant understands that a shipping Federal agency representative will inspect the facility and make appropriate recommendation to the PMO.

**Termination Of Agent. [old 8.6.26.7.2.2]****By The Participant. [old 8.6.26.7.2.2.1]**

In the event an agency agreement is terminated by the participant, the participant must make immediate interim arrangements to provide necessary destination services on a temporary basis with another approved agent located in the service area.

**By The Government. [old 8.6.26.7.2.2.2]**

In the event an agent's approval is terminated by the PMO or an agent is placed in temporary nonuse by a shipping Federal agency, the participant must make immediate interim arrangements to provide necessary destination services on a temporary basis with another approved agent located in the service area.

**By The Agent. [old 8.6.26.7.2.2.3]**

In the event that an agent voluntarily withdraws from the program or terminates its agency agreement with a participant, the participant must make immediate interim arrangements to provide necessary destination services on a temporary basis with another approved agent located in the service area.

**Use of alternate carriers - Domestic Only. [Old 8-6.O]****Definitions. [Old 8-6.O.(1)]****Principal Carrier. [Old 8-6.O.(1)(a)]**

Principal carrier as used in this paragraph means the carrier, motor common carrier or freight forwarder, named on the Government bill of lading, including its employees and contract (other than trip lease) drivers, if applicable, and those holding primary agency agreements in accordance with 49 CFR1056.14(a)(1) in the course of which and in the normal course of their business, hold themselves out as representing the principal carrier.

**Alternate Carrier. [Old 8-6.O.(1)(b)]**

Alternate carrier as used in this paragraph means a person acting individually or as an established business furnishing origin, line-haul, or destination services for a specific shipment other than the principal carrier. It includes carriers operating in conjunction with the principal carrier on the basis of interline or trip lease arrangements.

**Motor Carrier. [Old 8-6.O.(2)]****Responsibility. [Old 8-6.O.(2)(a)]**

The principal carrier is responsible for and shall physically perform origin, line-haul, and destination services from point of origin to final destination and shall satisfy any claim. Notwithstanding the provision of Paragraph 8-60(2)(c), below, and in any event the principle carrier is responsible for performance of all services and satisfaction of any claims.

**Use of alternate carrier. [Old 8-6.O.(2)(b)]**

Unless specifically approved by the GBL Issuing Officer, the principal carrier may not use, transfer, surrender, interline, or otherwise relinquish possession of the property to an alternate carrier. If such action is approved by the GBL Issuing Officer, the alternate carrier must be an approved participant in the GSA Centralized Household Goods Traffic Management Program.

**Responsibility of alternate carrier. [Old 8-6.O.(2)(c)]**

The alternate carrier must perform the assigned services to the same extent as the principal carrier and is subject to all provisions of this TOS relating to that performance as though the alternate carrier were the principal carrier.

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**Notice to GBL Issuing Officer. [Old 8-6.O.(2)(d)]**

The principal carrier must notify the GBL Issuing Officer in writing prior to performance of services the name of all alternate carriers being used for the performance of origin, line-haul, and destination services.

**Freight Forwarder. [Old 8-6.O.(3)]**

**Responsibility. [Old 8-6.O.(3)(a)]**

The principal carrier is responsible for the performance of origin, line-haul, and destination services from point of origin to final destination and shall satisfy any claim.

**Use of alternate carrier. [Old 8-6.O.(3)(b)]**

The principal carrier may not use a motor carrier for the performance of line-haul services that is not an approved participant in the GSA Centralized Household Goods Traffic Management Program.

**Notice to GBL Issuing Officer. [Old 8-6.O.(3)(c)]**

The principal carrier must notify the GBL Issuing Officer in writing prior to performance of services the name of all alternate carriers being used for the performance of origin, line-haul, and destination services.

**Disputes - International Only. [old 8.6]**

Disputes arising out of any action, undercharge claim, or overcharge claim by the Government against the participant, not otherwise settled to the satisfaction of either party, will be made the subject of a discussion between the above stated parties within sixty (60) days after either party makes such a request. The purpose of such discussion is to permit the parties to reach an amicable settlement of the dispute without either party having to resort to litigation, and if possible, to resolve the matter for the future. The failure of the parties to reach an agreement or eliminate the dispute under the above procedure will in no way preclude either party from subsequently exercising the legal and administrative remedies otherwise available to it, providing that no suit filed by the participant will be prosecuted to trial before exhaustion of the administrative remedies described above.